

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6, on behalf on the employees it represents

| No.

COMPLAINT

V.

HUNTLEIGH USA CORPORATION, a
corporation

Defendants.

Plaintiff, Service Employees International Union, Local 6 (“SEIU6”) alleges:

I. PARTIES

1.1 SEIU6 is a labor organization with its primary offices located at 3720 Airport Way S, Seattle, WA 98134. SEIU 6 represents a bargaining unit of property service workers employed by the defendant Huntleigh USA Corporation. (“Huntleigh”). SEIU6 brings this action in its associational capacity on behalf of its members employed by the Defendant for whom it is the exclusive bargaining representative, pursuant to RCW 41.56 and RCW 74.39A.270.

1.2 Defendant Huntleigh, USA (“Huntleigh”) is a security services business based in Seatac, King County, Washington, which employs a bargaining unit of employees represented by SEIU6.

1.3 Plaintiff brings this action in its associational standing capacity on behalf of current employees of Defendant Huntleigh for violations of SeaTac Municipal Code 7.45. SEIU6 seeks damages for its bargaining unit members and permanent injunctive relief pursuant to Civil Rule 65 and SeaTac Municipal Code 7.45.020.

II. JURISDICTION AND VENUE

2.1 This Court has jurisdiction pursuant to RCW 2.08.010.

2.2 Venue in King County is appropriate pursuant to RCW 4.12.025.

2.3 A significant portion of the acts and omissions alleged herein took place in King County.

III. STATEMENT OF FACTS

3.1 SEIU6 represents the current nonmanagerial and nonsupervisory employees who provide services for Huntleigh, USA at the SeaTac Airport.

3.2 Huntleigh is an “employer” for purposes of the Minimum Wage Act, and is a “Transportation Employer” pursuant to SeaTac Municipal Code 7.45.010(M).

3.3 The Defendant operates offices, which are located in the SeaTac Airport.

3.4 SEIU6 acts in this suit in its capacity as the exclusive bargaining representative on behalf of all its current Huntleigh bargaining unit members who have submitted requests to the employer to receive lump sum payments, or reimbursement, for all sick and safe leave time in excess of forty hours whose accrued and unused sick and safe leave reimbursements have not been paid.

3.5 SEIU6 has standing to bring this suit because (a) the aggrieved workers would otherwise have standing to bring suit in their own right to enforce the provisions of SeaTac Municipal Code 7.45.020, (b) to ensure the Huntleigh bargaining unit members receive full benefits associated with the services they perform that are germane to the purpose and goals of

SEIU6, and (c) none of the claims asserted require the participation of individual aggrieved workers.

3.6 Defendant has not provided SEIU6 SeaTac located bargaining unit members with lump sum payments of unused and accrued sick and safe leave time at the end of calendar year 2019 or at the end of calendar year 2020, as required under SeaTac Municipal Code 7.45.020. By this failure, Defendants have violated and continue to violate the rights of its employees.

IV. CAUSE OF ACTION

VIOLATION OF SEATAC MUNICIPAL CODE 7.45.020

Plaintiff restates and realleges the allegations set forth in paragraphs 1.1 through 3.6 above.

4.1 Defendant's failure to provide lump sum payments of unused compensated time at the end of the calendar year constitutes violations of SeaTac Municipal Code 7.45.020(A) and (D).

4.2 As a result of Defendant's acts and omissions, Plaintiff's members have been damaged in amounts as will be proven at trial.

V. PRAYER FOR RELIEF

5.1 WHEREFORE, Plaintiff requests that this Court enter an order granting it the following relief:

- A. Damages for unpaid wages in amounts to be proven at trial, inclusive of unpaid lump sum payments of unused and accrued sick and safe leave time;
- B. Exemplary damages in amounts equal to twice the unpaid wages due to class members, pursuant to RCW 49.52.070;
- C. Attorney's fees and costs pursuant to RCW 49.48.030 and RCW 49.52.070;
- D. Prejudgment interest;

1 E. Such other and further relief as the Court deems just and proper.

2 Dated this 24th day of May, 2021.

3 s/Kathleen Phair Barnard

4 Kathleen Phair Barnard, WSBA No. 17896

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